



PATENT  
6057-27602

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Inventor: Arman Glodjo

Patent No.: 7,184,984

Issued: February 27, 2007

Serial Number: 10/005,609

Filing Date: November 7, 2001

Title: GLOBAL ELECTRONIC  
TRADING SYSTEM

§ Atty.Dkt.No.: 6057-27602

§  
§ I hereby certify that this correspondence is being deposited with  
§ the United States Postal Service with sufficient postage as first  
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§ B. Noël Kivlin

§ Printed Name

§ 

§ 5-4-07

§ Signature

§ Date

TRANSMITTAL OF POWER OF ATTORNEY AND  
NOTICE OF CHANGE OF ADDRESS

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

Please find attached a Power of Attorney with regard to the above-identified patent application. Applicant respectfully requests the Commissioner to change the correspondence address for the above identified patent application. The old correspondence address was:

SONNENSCHEIN NATH & ROSENTHAL LLP  
P.O. BOX 061080  
WACKER DRIVE STATION, SEARS TOWER  
CHICAGO IL 60606-1080

The new correspondence address is:

B. Noël Kivlin  
Meyertons, Hood, Kivlin, Kowert & Goetzel, P.C.  
P.O. Box 398  
Austin, Texas 78767-0398  
(512) 853-8840  
Customer ID #35690

If there are any questions regarding this matter, please contact me at the telephone number provided below.

Respectfully submitted,



B. Noël Kivlin  
Reg. No. 33,929  
ATTORNEY FOR APPLICANTS

Meyertons, Hood, Kivlin, Kowert & Goetzel, P.C.  
P.O. Box 398  
Austin, TX 78767-0398  
(512) 853-8800  
Date: 5-4-07



## POWER OF ATTORNEY; STATEMENT UNDER 37 C.F.R. § 3.73

Scale Semiconductor FLG, L.L.C. ("Assignee"), a Nevada limited liability company, located at 2711 Centerville Road, Suite 400, Wilmington, Delaware, 19808, states that it is the assignee of the entire right, title, and interest in and to the patents and patent application identified in the Appendix ("the Patent Properties"). Assignee has attached, for each of the Patent Properties, documentary evidence of the chain of title and/or information specifying where documentary evidence of a chain of title from the original owner to the Assignee is recorded in the assignment records of the USPTO. *See* Appendix.

With respect to the Patent Properties, the Assignee, pursuant to 37 C.F.R. §§1.36 and 3.71, hereby revokes all powers of attorney previously given and appoints

the practitioners associated with the Customer Number 35690

to act on Assignee's behalf before the United States Patent and Trademark Office. This appointment is effective only so long as these practitioners remain with the firm associated with the Customer Number listed above.

Pursuant to 37 C.F.R. §3.71, the assignee hereby states that prosecution of the above-referenced patent application is to be conducted to the exclusion of the inventor(s).

The undersigned is a representative authorized to act on behalf of the assignee.

Assignee

Scale Semiconductor FLG, L.L.C.  
2711 Centerville Road, Suite 400,  
Wilmington, Delaware, 19808

Dated: 2/23/2007

By: 

Name: Andy Walton

Title: Authorized Person



## APPENDIX

### Issued Patents

Patent Number	Title	Issue Date	Recordation Information
			Reel / Frame
7,130,789	Global Electronic Trading System	10/31/2006	FROM: VALAQUENTA INTELLECTUAL PROPERTIES LIMITED TO: SCALE SEMICONDUCTOR FLG, L.L.C. Reel:018688 Frame:0888

### Pending Applications

Application Number	Title	Filing Date	Recordation Information
			Reel / Frame
10/005,609	Global Electronic Trading System	11/7/2001	FROM: GLODJO, ARMAN, BRONSON, NATHAN D., HARRINGTON, SCOTT E. TO: VALAQUENTA INTELLECTUAL PROPERTIES LIMITED A BERMUDA EXEMPT COMPANY Reel: 012363 Frame:0019 FROM: VALAQUENTA INTELLECTUAL PROPERTIES LIMITED TO: SCALE SEMICONDUCTOR FLG, L.L.C. Reel:018688 Frame:0888
11/045,458	Method and System for Network-decentralized Trading with Optimal Proximity Measures	1/28/2005	FROM: GLODJO, ARMAN TO: VALAQUENTA INTELLECTUAL PROPERTIES LIMITED Reel: 018301 Frame:0018 FROM: VALAQUENTA INTELLECTUAL PROPERTIES LIMITED TO: SCALE SEMICONDUCTOR FLG, L.L.C. Reel:018688 Frame:0888
11/045,235	Single-period Auction Network Decentralized Trading System and Method	1/28/2005	FROM: GLODJO, ARMAN TO: VALAQUENTA INTELLECTUAL PROPERTIES LIMITED Reel:018289 Frame:0434 FROM: VALAQUENTA INTELLECTUAL PROPERTIES LIMITED TO: SCALE SEMICONDUCTOR FLG, L.L.C. Reel:018688 Frame:0888
11/395,597	Global Electronic Trading System	3/31/2006	FROM: VALAQUENTA INTELLECTUAL PROPERTIES LIMITED TO: SCALE SEMICONDUCTOR FLG, L.L.C. Reel:018688 Frame:0888

**Exhibit B**

**ASSIGNMENT OF PATENT RIGHTS**

For good and valuable consideration, the receipt of which is hereby acknowledged, Valaquenta Intellectual Properties Limited, a Bermuda exempt company with an office at Canon's Court, 22 Victoria Street, Hamilton HM EX, Bermuda, ("Assignor"), does hereby sell, assign, transfer, and convey unto Scale Semiconductor FLG, L.L.C., a Delaware limited liability company, with an office at 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808 ("Assignee"), or its designees, all right, title, and interest that exist today and may exist in the future in and to any and all of the following (collectively, the "Patent Rights"):

- (a) the provisional patent applications, patent applications and patents listed in the table below (the "Patents");
- (b) all patents and patent applications (i) to which any of the Patents directly or indirectly claims priority, (ii) for which any of the Patents directly or indirectly forms a basis for priority, and/or (iii) that directly or indirectly incorporate by reference the Patents or are directly or indirectly incorporated by reference by the Patents;
- (c) all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, and registrations of any item in any of the foregoing categories (a) and (b);
- (d) all foreign patents, patent applications, and counterparts relating to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances;
- (e) all items in any of the foregoing in categories (b) through (d), whether or not expressly listed as Patents below and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like;
- (f) all inventions, invention disclosures, and discoveries described in any item in any of the foregoing categories (a) through (e) and all other rights arising out of such inventions, invention disclosures, and discoveries;
- (g) all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any item in any of the foregoing categories (a) through (f), including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding;
- (h) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the

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Patents and/or any item in any of the foregoing categories (b) through (g), including, without limitation, all causes of action and other enforcement rights for

- (i) damages,
- (ii) injunctive relief, and
- (iii) any other remedies of any kind

for past, current, and future infringement; and

(i) all rights to collect royalties and other payments under or on account of any of the Patents and/or any item in any of the foregoing categories (b) through (h).

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
10/005,609	US	11/07/2001	Global electronic trading system Arman Glodjo et al.
7,130,789	US	12/18/2003	Global electronic trading system Arman Glodjo et al.
11/045,458	US	01/28/2005	Method and system for network-decentralized trading with optimal proximity measures Arman Glodjo
11/045,235	US	01/28/2005	Single-period auctions network decentralized trading system and method Arman Glodjo
11/395,597	US	03/31/2006	Global electronic trading system Arman Glodjo et al.
AU20020027321	AU	11/08/2001	Global electronic trading system



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<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
			Arman Glodjo et al.
CA2429240	CA	11/08/2001	Global electronic trading system Arman Glodjo et al.
EP20010996181	EP	11/08/2001	Global electronic trading system Arman Glodjo et al.
GB2386224	GB	11/08/2001	Global electronic trading system Arman Glodjo et al.
HK1059655	HK	11/08/2001	Global electronic trading system Arman Glodjo et al.
JP20020543360	JP	11/08/2001	Global electronic trading system Arman Glodjo et al.
NZ525901	NZ	11/08/2001	Global electronic trading system Arman Glodjo et al.
SG200302835-4	SG	11/08/2001	Global electronic trading system Arman Glodjo et al.

Assignor represents, warrants and covenants that:

(1) Assignor has the full power and authority, and has obtained all third party consents, approvals and/or other authorizations required to enter into this Agreement and to carry out its obligations hereunder, including the assignment of the Patent Rights to *AG*. Assignee; and



**Exhibit B**

(2) Assignor owns, and by this document assigns to Assignee, all right, title, and interest to the Patent Rights, including, without limitation, all right, title, and interest to sue for infringement of the Patent Rights. Assignor has obtained and properly recorded previously executed assignments for the Patent Rights as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction. The Patent Rights are free and clear of all liens, claims, mortgages, security interests or other encumbrances, and restrictions. There are no actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Patent Rights. There are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Patent Rights.

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

Assignor will, at the reasonable request of Assignee and without demanding any further consideration therefor, do all things necessary, proper, or advisable, including without limitation, the execution, acknowledgment, and recordation of specific assignments, oaths, declarations, and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights. Such assistance will include providing, and obtaining from the respective inventors, prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, powers of attorney, specifications, declarations or other papers, and other assistance reasonably necessary for filing patent applications, complying with any duty of disclosure, and conducting prosecution, reexamination, reissue, interference or other priority proceedings, opposition proceedings, cancellation proceedings, public use proceedings, infringement or other court actions and the like with respect to the Patent Rights. With prior written approval by Assignee, Assignee will pay Assignor's reasonable costs and expenses.

The terms and conditions of this Assignment of Patent Rights will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives. *He*

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]



*Exhibit B*

MANITOBA IN WITNESS WHEREOF this Assignment of Patent Rights is executed at WINNIPEG,  
CANADA on 13 NOVEMBER 2006.

**ASSIGNOR**

VALAQUENTA INTELLECTUAL PROPERTIES LIMITED

By:

Name: ARMAN GLODJO

Title: CHAIRMAN

(Signature MUST be notarized)

PROVINCE OF MANITOBA )

)

COUNTRY OF CANADA )

On November 13<sup>th</sup>, 2006, before me, JOHN A. MYERS, Notary Public in and for said Province, personally appeared ARMAN GLODJO, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature

(Seal)